

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

T-M VACUUM PRODUCTS, INC.,

PLAINTIFFS

VS.

**JOHN B. BERRY and wife,
PATRICIA P. BERRY,**

DEFENDANTS

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CIVIL ACTION NO. 11-00947

**CIVIL
NON-JURY**

PLAINTIFF'S INITIAL DISCLOSURES PURSUANT TO RULE 26(a)

Plaintiff T-M Vacuum Products, Inc. ("T-M Vacuum") provides the following disclosures pursuant to FED. R. CIV. P. 26(a):

- (a) **The names and, if known, the address and telephone number of each individual likely to have discoverable information.**

T-M Vacuum personnel:

Fred T. Stuffer, President
Ted Lotz, International Sales Manager
Rennie Wessner, Vice President
Jim Palombo, Regional Sales Manager
Kenneth Schneider

T-M Vacuum Products, Inc.
630 S. Warrington St.
P.O. Box 2248
Cinnaminson, N.J. 08077
Telephone (856) 892-2000

Wells Fargo personnel:

Connor J. Duffey
Wells Fargo HSBC Trade Bank, N.A.
1000 Louisiana Street
4th Floor
Houston
Texas 77002

Individual Defendants

John B. Berry
3714 Chevy Chase Dr.
Houston, Texas 77019

Patricia P. Berry
3714 Chevy Chase Dr.
Houston, Texas 77019

(b) A copy of, or a description by category and location of, all documents, data compilations, and tangible things.

Documents exchanged in the previous lawsuits between the parties are relevant to this dispute. The previous lawsuits are *T-M Vacuum Products, Inc. v. TAISC, Inc., d/b/a GlobaLease Solutions*, Civil Action No. H-07-4108, and *T-M Vacuum Products, Inc. v. John B. Berry and wife, Patricia Berry*, Civil Action No. H-09-00095, both in the United States District Court for the Southern District of Texas. Documents obtained from the Defendants in post-judgment discovery in the *TAISC, Inc.* lawsuit are also pertinent to this dispute.

All of these documents have been produced by T-M Vacuum except the documents received from TAISC, Inc. or the Berrys, of which Defendants already have copies.

(c) A computation of any category of damages.

T-M Vacuum is entitled to recover the principal balance and unpaid, accrued interest due on the promissory note given in settlement of the prior lawsuits, as detailed in the Complaint in this case.

T-M Vacuum is also entitled to recover the amounts awarded in the Final Judgment rendered in *T-M Vacuum Products, Inc. v. TAISC, Inc., d/b/a GlobaLease Solutions*, Civil Action No. H-07-4108, less amounts actually paid pursuant to the settlement described in the Complaint in this case.

T-M Vacuum is also entitled to recover its attorney's fees incurred in the present lawsuit.

(d) Production of any applicable insurance agreement.

T-M Vacuum is not aware of any applicable insurance agreement.

Respectfully submitted,

/s/ H. Miles Cohn
H. Miles Cohn
Texas Bar No. 04509600
Sheiness, Scott, Grossman & Cohn, LLP
1001 McKinney Street, Suite 1400
Houston, Texas 77002-6420
Telephone: (713) 374-7020
Facsimile: (713) 374-7049
ATTORNEY-IN-CHARGE FOR PLAINTIFF

CERTIFICATE OF SERVICE

I certify that a true copy of Plaintiff's Initial Disclosures Pursuant to Rule 26(a) was forwarded, by ECF electronic service and by facsimile, this the 29th day of June, 2011, to Defendant's counsel:

William W. Rucker
3355 West Alabama, Suite 825
Houston, Texas 77098
Facsimile (713) 528-5011

/s/ H. Miles Cohn
H. Miles Cohn